

MEMORANDUM OF UNDERSTANDING

By and Between the

SACRAMENTO METROPOLITAN FIRE DISTRICT

And the

**BATTALION CHIEF'S ORGANIZATION
of the Sacramento Metropolitan Fire District**



January 1, 2004 through December 31, 2006

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CHAPTER 1. ADMINISTRATION

PREAMBLE

This Agreement, effective January 1, 2004, is entered into by and between Sacramento Metropolitan Fire District, hereinafter referred to as the "District," and the Battalion Chiefs Organization of the Sacramento Metropolitan Fire District, hereinafter referred to as the "Union." It is the purpose of this Agreement to achieve and maintain harmonious relations between the District and the Battalion Chiefs, to provide for equitable and peaceful adjustment of differences, which may arise, and to establish standards of wages, hours, and other conditions of employment.

ARTICLE 1 RECOGNITION

The District hereby recognizes the Union as the bargaining Union for those employees occupying the classification title Battalion Chief. The District agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to Battalion Chief's as authorized by law.

ARTICLE 2

UNION SECURITY

It is further recognized that the Union, as the recognized bargaining representative provides through the representation process for the improvement of wages, hours and other terms and conditions of employment for all Employee Union employees, whether Union members or not. Therefore, all assigned to the Union, shall as a condition of continued employment, within thirty (30) days of the effective date of this provision or within thirty (30) days of date of promotion, whichever is later, either be a member of the Union and pay the required dues or if prohibited by religious or conscientious objections as described in Government Code, donate to a charitable organization agreed to by the parties under the provisions of 3502.5 of the Government Code, in an amount to be established by the Union, assessed uniformly against all Union members. Such dues or fees shall be payroll deducted.

The Union shall indemnify and hold the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, any action taken by the District under this sub-section provided that the District shall notify the Union promptly of any claim or demand made, or suit brought, and shall permit the Union the right to defend such suit upon the Union's furnishing sufficient security to protect the District against any possible judgment.

ARTICLE 3

UNION TIME OFF

- A. The Union Representative(s), the alternate, or designee shall be granted leave from duty for Union business, such as attending labor conventions and educational conferences, provided that the total leave from the bargaining Union for the purposes mentioned shall not exceed 350 hours in any calendar year and that such leave does not unreasonably interfere with or disrupt the workings of the District.
- B. The District will provide a total of 600 hours per year of Union Leave for the purposes identified in item A of this section.
- C. There shall be no accrual of unused hours from year to year.
- D. Should the Union need additional hours, the Union may request release from duty with reimbursement to the District for the total cost of the employee's release time, including but not limited to wages and benefits, utilized for the purpose of conducting Union business as indicated above.
- E. The Union Representative and any alternate(s) shall be granted reasonable paid time in which to conduct Union business directly related to the District's employer/employee relations.
- F. During a scheduled meet and confer session, a reasonable number of members of the employees negotiating committee may be granted release time without loss of compensation or other benefits for a reasonable period before and after any scheduled meet and confer session. The period of time shall be for the meet and confer session, caucus, and reasonable travel time from the employee's duty location and the scheduled meeting location. A reasonable period of time shall also be made available to the employees negotiating committee, as necessary, for ratification vote meetings.

ARTICLE 4

NO STRIKE OR LOCKOUT

During the life of this Agreement there shall be no strike, slow-down, suspension or stoppage of work, nor shall there be any lockout by the District in any part of the District's operations.

ARTICLE 5 DISTRICT RIGHTS

The District retains all rights to manage, direct, and control its business in all particulars, except as such rights are expressly and specifically modified by the terms of this Agreement or any subsequent amendment. Those rights include, but are not limited to, the following:

- A. To determine the merits, necessity nature, extent or organization of any service or activity conducted, as well as the right to determine and implement its public functions and responsibilities.
- B. To direct employees of the District.
- C. To hire, promote, transfer and assign employees in positions within the District.
- D. To reprimand, demote, suspend or discharge employees for proper cause.
- E. To determine the District's budget and number of employees and the methods and technology of performing its work.
- F. To take whatever action may be appropriate to carry out its mission in situations of emergency.
- G. To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities.
- H. To promulgate such other reasonable rules and regulations as the District may judge appropriate, subject to the right of recognized employee unions to consult with respect to said rules and regulations.
- I. To establish and modify productivity and performance programs and standards.

ARTICLE 6

POLICIES AND PROCEDURES

- A. The District Policies and Procedures shall become a part of this Agreement. When any changes are proposed by the District or the Union, provided those changes affect wages, hours, or conditions of employment, the Union and the District shall meet and confer on those changes as required by law.
- B. There shall be an electronic copy of all Policies and Procedures available to District personnel for review.
- C. Any and all applicable side-letters shall become part of this Agreement.

ARTICLE 7 SEVERABILITY

- A. In the event that any provision of this agreement shall at any time be declared invalid by any court of competent jurisdiction, or by governmental regulations or decree, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.
- B. Should any law, decision rendered by a court of competent jurisdiction, or an administrative decision of the United States Department of Labor concerning the FLSA occur during the term of this Agreement that adversely affect the understanding or intent of the provisions agreed to by the parties, either party shall have the right to reopen the meet and confer process on such provision(s).
- C. This agreement terminates and renders inoperative all past practices, all verbal and written agreements between the parties existing or made prior to these negotiations except those attached hereto and those agreements which appear in the adopted Policies and Procedures Manual.
- D. Should the parties be unable to agree within thirty (30) days from the date of their first meeting on the subject, the parties will enact the Grievance Procedure as listed in Article 28. "Days" means calendar days exclusive of Saturdays, Sundays, and recognized district holidays.
- E. If the District contends that it does not possess the ability to pay for negotiated salary increases effective January 1, 2005, and January 1, 2006, it may invoke interest arbitration over the issue no later than ninety (90) days before the effective date of such increases. If the parties do not agree upon the selection of an interest arbitrator within five (5) days of the District's invocation of its' right of interest arbitration, the parties shall request a list of seven (7) arbitrators, experienced in interest arbitration, from the California State Mediation and Conciliation Service from which they shall alternatively strike names, declaring the last named individual as the arbitrator for this dispute.

The interest arbitration hearing shall be heard on an expedited basis, with hearings at night and on weekends if necessary to resolve this dispute prior to the effective date of the negotiated salary increases. The District shall bear the burden of proving by a preponderance of the evidence that it is unable to pay the negotiated salary increases. Evidence of competing budgetary priorities shall not be sufficient for the arbitrator to declare an inability to pay the effective salary increases. The hearing and briefing shall be conducted in an expeditious manner, and the interest arbitrator shall render his/her award within seven (7) days of the receipt of post hearing briefs, if any, filed by the parties.

If the interest arbitrator sustains the District's claim of inability to pay the effective salary increases, the Agreement shall immediately reopen for negotiation of salary increases for the remainder of its' term.

ARTICLE 8

TERM

- A. The terms and conditions of this Memorandum of Understanding are effective on January 1, 2004 and shall remain in full force and effect through December 31, 2006.

or

1. Until earlier amended, modified or superseded by a properly executed and accepted Memorandum of Understanding between the parties;

or

2. In the event of an impasse in negotiations concerning an amendment or modification to the terms and conditions specified herein, by motion or resolution of the Board of Directors of the District.

or

3. In the event of an emergency, by notice from the Fire Chief or the District's Employee Relations Officer, subject to the right of the Union to subsequently meet and confer on the District's emergency actions,

or

4. In the event the Board of Directors approve any plan which calls for consolidation, reorganization, or merger with one or more other fire districts, in which case any Article of this agreement is subject to the meet and confer process upon written notice to the Union or from the District.

- B. During the life of this agreement any matter relating to the scope of representation pertaining to represented employees as authorized by law shall be negotiated by the parties provided those changes effect wages, hours, or conditions of employment . If such negotiations conclude in an agreement ratified by the parties, the agreement will be added to this agreement for its duration. Should the parties be unable to agree within thirty (30) days from the date of their first meeting on the subject, the parties will enact the Grievance Procedure as listed in Article 28. "Days" means calendar days exclusive of Saturdays, Sundays, and recognized district holidays.

ARTICLE 9

EMPLOYEE COPIES OF AGREEMENT

The District shall make available to each Battalion Chief an electronic copy of this Agreement at no cost to the employee. The District and Union shall exchange a copy of the agreement on disk.

ARTICLE 10

BULLETIN BOARDS

- A. The District shall provide space on District property, at locations mutually agreed upon, for Battalion Chief bulletin Boards.
- B. Such bulletin boards shall be used for the posting of notices concerning Battalion Chiefs' business and activities, provided all items posted contain a date for removal, and be initialed by persons responsible for maintaining the board, or the person who posts the material. No posted notice shall be political (other than internal Association campaigning), defamatory, or discriminatory in nature. The bulletin board size shall be no greater than three feet by three feet.

CHAPTER 2. COMPENSATION

ARTICLE 11 WAGES

Section 1. Salary Schedule.

BATTALION CHIEF BASE MONTHLY SALARY SCHEDULE

JANUARY 1, 2004 THROUGH DECEMBER 31, 2006

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
6,120	6,426	6,747	7,085	7,439

Each Battalion Chief shall be paid in accordance with their placement on the salary schedule. Step advancement shall become effective annually from the date of the promotion. For the purposes of this agreement the base hourly rate of pay plus incentives equals the "total hourly compensation".

Section 2. Wage Adjustments.

- A. The differential between steps in the Battalion Chief rank shall be maintained at a minimum of five percent (5%).
- B. Promotion from one job classification to another shall be contingent upon the existence of a vacancy, satisfactory demonstration of qualifications in a manner to be specified by the District and appointment by the Fire Chief. Persons promoted to a higher paying job classification shall start at the salary step of the new salary range which provides a minimum of five percent (5%) more than their previous base pay.
- C. Represented personnel shall receive an annual salary adjustment of five percent (5%), effective January 1, 2004, and on January 1 of the subsequent years of this Agreement

ARTICLE 12 INCENTIVES

Section 1. Additional Salary for Educational Accomplishments.

- A. Employees who possess an approved certification from a Certificate Program, that is commensurate with the scope of job classification, including but not limited to the State Fire Marshal Certification Programs shall receive an additional one-half of one percent (.5%) of base pay for programs eighty (80) hours or less. For Certificate Programs, exceeding eighty (80) hours, the employees shall receive one percent (1%) of base pay for each Certificate Program.
- B. Employees who possess a certificate in Fire Science from a Community College shall receive an additional two and one-half percent (2.5%) of base pay.
- C. Employees who possess an Associate Degree shall receive an additional three percent (3%) of base pay.
- D. Employees who possess an Associate Degree in Fire Science or a Certificate: commensurate with the knowledge and abilities of the job position held and any other Associate Degree shall receive an additional five and one-half percent (5.5%) of base pay.
- E. All above referenced Certification Programs combined shall not exceed five and one-half percent (5.5%) of base pay.
- F. Employees who possess a Bachelor's Degree or higher from an accredited college or university shall receive an additional seven percent (7%) of base pay.
- G. The maximum amount an employee may receive in educational incentives is seven percent (7%) of base pay.

Section 2. Day Incentive

Each 24 hour Union member assigned to a day assignment position for at least 30 consecutive days shall receive a stipend equal to 10% of their base monthly compensation. They will be entitled to work call-backs on regularly scheduled days off, holidays, and partial call-backs during normal off-duty hours.

ARTICLE 13

CALLBACK, OVERTIME, OFF-DUTY RESPONSE, AND CTO

Section 1. Overtime

- A. All hours worked which are not during the employee's regularly scheduled hours shall be compensated at the rate of one and one-half (1.5) times the employee's total hourly compensation.
- B. For purposes of Fair Labor Standards Act (FLSA), compensable hours shall be considered work hours.
- C. Employees shall be paid at a two (2) hour minimum, at the overtime rate, for each call back received during non-duty hours.
- D. Shift employees who work a fifty-six (56) hour week in consideration of a fixed monthly salary, and who work in excess of two hundred and four (204) hours, but not in excess of two hundred sixteen (216) hours per work period, exclusive of time off, shall be compensated for such statutory overtime by receiving an additional one-half (.5) times their regular total hourly compensation for each hour worked.
- E. Day employees will receive overtime pay calculated on total hourly compensation if hours worked are related to the day assignment, but not if related to a shift assignment.
- F. Day personnel shall be entitled to work callbacks during non-scheduled hours at the "shift personnel" total hourly compensation rate without day stipend.

Section 2. Callback

- A. Callback is defined as the time for which an employee is called back to work after the work shift or workweek has ended and the employee has left his/her work location. It also refers to the working of an additional shift when necessary to provide adequate coverage. Battalion Chiefs shall not be eligible to work a callback if they are on annual leave and the vacancy is created by that leave.
- B. Filling temporary shift Battalion Chief vacancies
 - 1. The minimum acceptable staffing level for the position of shift Battalion Chiefs is one (1) Battalion Chief per Battalion with up to one-third (1/3) of the positions (rounded to the nearest whole number) covered by use of an out-of-class employee from the Battalion Chief promotional list.

2. For the purpose of releasing an on duty Battalion Chief to respond on an O.E.S. assignment, an exception may be exercised in out-of-class allowed in Paragraph 1 above.
3. Temporary short-term vacancies of four (4) hours or less for the purpose of participating in special training assignments or attending business meetings may be considered an exception to Paragraph 1 above.
4. Temporary long-term shift battalion chief vacancies that exceed thirty (30) days or are anticipated to exceed thirty (30) days, may be filled by out-of-class assignment from the on-duty personnel on the promotional list. If the vacancy exists for longer than ninety (90) days, there shall be a rotation of out-of-class personnel.
5. Battalion Chief callback list shall rotate by last opportunity worked. Opportunity worked shall also include OES assignments and any other special assignment a Battalion Chief would accumulate overtime i.e. helicopter assignment. Opportunity will reflect the appropriate callback list, full or partial (18 hours or less).
6. Unless otherwise provided herein, the District shall observe the following procedures in sequential order when filling temporary vacancies in the rank of Battalion Chief. If the Out-Of-Class assignment would necessitate a callback in the lower rank, then the District shall callback at the higher rank; however, the District will utilize an out-of-class assignment at Step 2, if available, even if it results in a call back at a lower rank:

- STEP 1: First Battalion Chief vacancy shall be offered as a Battalion Chief callback.
- STEP 2: Second Battalion Chief vacancy will be an out-of-class assignment from on duty personnel on the promotional list for Battalion Chief on the same shift. If no promotional list personnel are available, move to Step 3.
- STEP 3: Third Battalion Chief vacancy shall be offered as a Battalion Chief callback.
- STEP 4: Fourth Battalion Chief vacancy will be an out-of-class assignment from on duty personnel on the promotional list for Battalion Chief on the same shift. If no promotional list personnel are available, move to Step 5.
- STEP 5: Fifth and all subsequent Battalion Chief vacancies shall be offered as a Battalion Chief callback.

- STEP 6: If an insufficient number of Battalion Chiefs are available to accept callbacks, an out-of class assignment will be made from available personnel on shift (on promotional list).
- STEP 7: If an insufficient number of on duty out-of class promotional list personnel are available, callback of off-duty personnel that are on the current promotional list for Battalion Chief. (A rotational roster shall be created for personnel in this category).
- STEP 8: If all of the above steps are exhausted, mandatory callback of a Battalion Chief shall be utilized by using the roster of assigned Battalion Chiefs, in inverse order of seniority by time in rank. Battalion Chiefs subject to callback for duty shall be moved to the bottom of the list. Further to be mandatoried, a Battalion Chief must participate in the voluntary callback program for the calendar year.

- B. The Union shall establish and maintain a rotational Callback procedure as agreed to by its membership. With the consent of the District and the Union, the District Scheduling Officer may perform those procedures.
- C. In the event there is a change in the number of Battalions, the District agrees to meet and confer on this Article.

Section 3. Off-Duty Response.

- A. Off-duty employees who respond to a recall to duty will be paid for a minimum of two hours, or the number of hours worked whichever is greater. Compensation shall be at the rate of one and one-half (1.5) times the employee's total hourly compensation computed to the nearest one-fourth (1/4) of an hour.

Section 4. Work Increments and Payment.

- A. Compensation for actual hours of work, callback, overtime, and CTO will be computed to the nearest one-fourth (1/4) of an hour.
- B. All overtime payment in a particular work period will normally be paid on the regular pay day for the period in which such work period ends, provided the correct amount of overtime compensation can reasonably be determined and processed concurrent with the payroll deadline established by the Sacramento County Auditor-Controller's Office.

C. OES Assignments:

The following provisions shall pertain to Union employees who are assigned to OES duties:

1. OES assignments shall be compensated within the provisions of this agreement.
2. When an OES assignment coincides with a regularly scheduled shift (workday), assigned employees shall be credited with having worked their regular shift for the District on that day.
3. When an OES assignment coincides with a regularly scheduled day off, assigned employees shall be credited with having worked overtime on that day.
4. Upon return from an OES assignment that has exceeded twenty-four (24) hours in duration and the day of return is a scheduled shift (work day) for the returning employee(s), the employee(s) have the option of working the remainder of the scheduled shift or take the remainder of the scheduled shift off by utilizing accrued PTO or CTO hours.

Section 5. CTO

- A. Day assigned employees may request to convert accrued CTO hours to pay at any time with management's right to approve, deny or modify the request. All CTO hours accrued while on day assignment must be either used or sold within a rolling twelve (12) month calendar of date of accrual, and/or used or sold prior to the employee returning to a suppression assignment whichever occurs first.

ARTICLE 14 UNIFORM ALLOWANCE

Employees who are required to wear specified uniforms shall have such provisions as provided in accordance with the following:

Section 1. Payment of Uniform Allowance:

Payment for annual uniform allowances shall be paid by the District to eligible employees in January of each year.

Section 2. Uniform Allowances:

Effective January 1, 2001 each employee who is required to wear a uniform in the performance of his or her duties shall receive a maximum of five hundred seventy-five dollars (\$575.00) per year. This allowance shall be used for the purchase of the daily work uniform and the Class A uniform as specified in the Policies and Procedures Manual.

Section 3. Shoulder Patches

This District shall provide ten (10) shoulder patches to each represented employee. Unserviceable patches shall be replaced upon request to the appropriate Division.

CHAPTER 3. BENEFIT PLANS

ARTICLE 15 HEALTH BENEFITS

Section 1: Dental Plans

Represented employees shall be eligible to enroll in either the District or Union dental plans, based on eligibility requirements of these plans and the benefit provisions applicable to each plan.

- A. The District shall, subject to availability, provide full-time employees and dependents with a dental plan.
- B. The District will provide up to \$82.37 per month per employee, toward the cost of this plan.
- C. Should any plan selected by an employee cost more than the District's required contribution, each covered employee is required to sign a payroll deduction form and shall pay the monthly difference by payroll deduction.
- D. Upon retirement, subject to the lawful rules of the insurance provider, a retiree may purchase (for themselves and eligible dependents) the dental benefits available to active employees. Premiums shall be paid three (3) months in advance to the District and shall include, if appropriate, any administrative charges levied by the insurance provider.
- E. The escalator shall not exceed ten percent (10%) of the flat rate outlined in Section 1, B of this Article. The amount exceeding 10% shall be the responsibility of the employee.
- F. District provided plans shall maintain or exceed the level of benefits currently provided by ARFPD and SCFPD, as outlined in Attachment A "VSP Schedule of Benefits".

Section 2: Vision Care Plan

- A. The District shall, subject to availability, provide full-time employees and dependents with a vision care plan.
- B. The District will provide up to \$18.75 per month per employee, toward the cost of this plan.

- C. Should any plan selected by an employee cost more than the District's required contribution, each covered employee is required to sign a payroll deduction form and shall pay the monthly difference by payroll deduction.
- D. Upon retirement, subject to the lawful rules of the insurance provider, a retiree may purchase (for themselves and eligible dependents) the vision benefits available to active employees. Premiums shall be paid three (3) months in advance to the District and shall include, if appropriate, any administrative charges levied by the insurance provider.
- E. The escalator shall not exceed ten percent (10%) of the flat rate outlined in Section 1, B of this Article. The amount exceeding 10% shall be the responsibility of the employee.
- F. District provided plans shall maintain or exceed the level of benefits currently provided by ARFPD and SCFPD, as outlined in the Attachment A "VSP Schedule of Benefits".

Section 3: Medical

The District contracts for employee, dependents, retirees and dependents medical insurance benefit plans through the PERS Public Employees Medical and Hospital Care Program. Upon initial employment, eligible employees may enroll in any available medical plan of their choice. Thereafter, employees may change plans only during announced open enrollment periods.

- A. The District contribution for PERS shall be the premium amount for Blue Shield or Kaiser Health Plan, whichever is higher for the employee plus two or more dependents coverage premium.
- B. In the event of the employee's/retiree's death, his/her dependents health coverage will continue subject to:
 - 1. The general rules of eligibility of the plan.
 - 2. The dependent(s) pays the cost of the plan premiums and all administrative charges of the plan (Employees who remain in the Ranch Cordova Retirement Program).

Should any plan selected by an employee cost more than the District's required contribution, each covered employee is required to sign a payroll deduction form and shall pay the monthly difference by payroll deduction.

Section 4: Transition Coverage

- A. All benefits provided under COBRA will be in accordance with those provided by law on the date of the qualifying event.

Section 5: Flexible Spending Accounts

- A. The District shall establish the following Flexible Spending Accounts (FSA) as permitted by Internal Revenue Service Regulations:
 - 1. Out-of-pocket costs for District-sponsored health and dental insurance premiums;
 - 2. Unreimbursed health care expenses up to the statutory limit per plan year effective each January 1; and
 - 3. Dependent care reimbursement
- B. Administrative costs shall be paid by the employees participating in FSA for subparagraphs (2) and (3) above.
- C. Employees will be informed about the procedures, rules and the forfeiture of funds left unused in FSA.

ARTICLE 16

PUBLIC EMPLOYEE'S RETIREMENT

During the term of this Agreement, there shall be three (3) active retirement plans for represented employees PERS, SCERS and the Private Retirement Plan.

Section 1. Primary Plan--PERS

The primary plan shall be the Public Employees' Retirement System (PERS), whereby all bargaining unit employees hired after the adoption of this Agreement, shall be required to participate in the PERS plan applicable to their position. The District shall maintain retirement benefits in accordance with its contract with the Public Employees Retirement System (PERS) for Public Safety and Miscellaneous Employees. The District shall pay to PERS the member's contribution to their PERS Retirement plan not to exceed nine percent (9%) of the employee's base monthly salary. Such payments shall be made payable to the member's own PERS account.

Section 2. Secondary Plans

As a result of prior mergers by and between the North Highlands, Citrus Heights and Rancho Cordova Fire Protection Districts, some represented employees shall be entitled to continue their participation in such plan. The District agrees to pay both the District's and employee's contribution to these respective plans for the term of this Agreement.

Section 3. Sick Leave Credit

At the employee's option, upon service retirement or disability retirement, the District will compensate an employee for up to thirty percent (30%) of their accumulated "A" Bank sick leave. The employee must notify the District no later than 30 days from their employment separation of their intention to be paid for sick leave. Failure to notify the District within thirty (30) days will result in all unused sick leave being reported to the Public Employees' Retirement System as additional service credit.

The total compensation to be paid shall be based upon the amount of accrued sick leave in the employee's account and shall be paid at the employee's "total hourly compensation".

Upon retirement, unused sick leave shall be reported to P.E.R.S. for additional service credit in accordance with Title 2, Division 5, Part 3, Chapter 7, Article 3, Section 20965 of the California Government Code. For reporting purposes the following equivalents shall be used: 8 hours = 1 day, 1 day = .004 years, 2,000 hours = 1 year.

Prior to calculation, day personnel shall have their sick leave balance earned while on shift work multiplied by 1.4 to obtain their reported balance, providing such hours were previously reduced by the same ratio when the employee assumed a day shift assignment.

Section 4. Benefit Levels:

1. Safety shall be three percent (3%) at age fifty (50) and

The District agrees to provide a descriptive listing of benefit levels upon receipt from PERS. Said listing shall become a part of this M.O.U. in the form of Attachment B.

The aggregate provisions of the Sacramento County Fire Protection District and the American River Fire Protection District retirement plans will be provided to all employees.

Section 5. Employer Paid Member Contributions

The District shall, in accordance with PERS procedures, pass the necessary Resolution(s) to treat Employer Paid Member Contributions (EPMC) as PERS reportable compensation for retirement purposes.

The tax/retirement and other consequences, if any, of the above referenced changes are the responsibility of the employer.

The District shall in accordance with Internal Revenue Code Section 414 (H) (2) pass the necessary Resolution(s), which will allow for employee paid member contributions to become tax-deferred and therefore counted as part of the employee's base for retirement purposes. The 414 (H) (2) retirement benefit shall be exclusively for the employees in retirement systems other than PERS.

Section 6. SCERS

Those employees that are members of the Sacramento County Employees Retirement system (SCERS) shall be given an open election period of sixty (60) days to become members of the California Public Employees Retirement System (CalPERS). See PERS Attachment B.

Should other members of the District SCERS Safety retirement plan receive a benefit change it will be made available to SCERS Safety members of this bargaining union.

Should the Sacramento County Retirement System offer a 3% @ 50 benefit, the District and the Union agree to meet and confer regarding this issue.

ARTICLE 17

DEFERRED COMPENSATION

The District will maintain a deferred compensation program, which may be accessed by payroll deduction; however, the District will not contribute to any employee's account.

ARTICLE 18 DISABILITY PLANS

Section 1. Work-Related Disability Benefits

Represented employees who are disabled from performance of their normal duties as result of a work-related injury or illness shall have their wages and benefits provided exclusively through state law pertaining to workers compensation.

A. Eligibility:

Employees become eligible for District paid, automatic coverage on their first day of employment. Eligibility may discontinue or be interrupted by employment separation, lay-off, or any time an employee is on unpaid leave.

B. Benefits:

Public Safety Employees, as defined by applicable state law, are entitled to a maximum of one (1) year of full pay and employment benefits for disability. If an employee's disability is not permanent and stationary at the end of one (1) year the employee may use Vacation/PTO, or accrued Sick Leave benefits on a coordinated basis with any remaining worker's compensation benefits up to full pay. When this option is used, any benefits from worker's compensation shall be assigned to the District with the leave use charged on a pro rata share. Employment benefits will be maintained for employees while receiving worker's compensation benefits whether or not such benefits are supplemented by other District leave benefits.

C. Exhaustion of Other Paid Leaves:

Employees who continue to be medically disabled following a discontinuation of worker's compensation benefits, and who subsequently exhaust their available Vacation/PTO and Sick Leave benefits, will henceforth pay the District the entire premium amount for continuation of any insurance benefits, unless the employee is terminated or retired.

D. District Notice Return to Work Physical:

Employees absent due to a work-related disability shall keep the District informed of their condition, treatment, improvement, and expected date of return to duty.

E. When employees are physically able to resume normal duties, they shall be required to provide the District with their treating physician's verification, subject to confirmation by a District paid medical examination.

ARTICLE 19 LIFE INSURANCE

Section 1: Benefits

- A. The District agrees to pay the premium cost to provide a twenty thousand dollar (\$20,000.00) life insurance benefit policy commencing the first of the month after hire and continuing until employee has completed one (1) year of continuous employment.
- B. The District agrees to pay the premium cost to provide a one hundred thousand dollar (\$100,000.00) life insurance benefit policy for each full time employee at the conclusion of one year of continuous employment.

ARTICLE 20

EMPLOYEE ASSISTANCE PROGRAM

The District shall make available to employees covered by this agreement, an employee Assistance Program. Such Program shall be at least equivalent to the program currently in effect for current District employees.

CHAPTER 4. LEAVES AND HOLIDAYS

ARTICLE 21 SICK LEAVE

Section 1. Definition.

- A. Accrued sick leave as used in the Article shall be defined as absence from work without loss of pay due to a non-service connected illness or injury to the employee, family member, or birth of an employee's child. The Chief shall have the sole discretion to determine a reasonable period of time of absence due to a birth of an employee's child or illness or injury to a family member.
- B. For the purpose of this section, the term "Family Member" shall include any person who is a permanent resident of the employee's household, or under the employee's direct care.

Section 2. Accumulation and Use.

Full-time employees shall accumulate and may use sick leave at the following rates:

- A. Shift personnel shall accumulate sick leave at the rate of 264 hours per year (22.0 hours per month) and sick leave shall be deducted to the nearest one-fourth (1/4) of an hour.
- B. Day personnel shall accumulate sick leave at a rate of 189.0 hours per calendar year (15.75 hour per month) and sick leave shall be deducted at an even hour basis.
- C. Sick leave shall be accrued and recorded at the end of each month. Sick leave shall be accumulated on an unlimited basis.
- D. In the event that an employee exhausts their accumulated sick leave, other leave banks will be exhausted in the following order: 1. Vacation/Holiday accrual, 2. CTO accrual, 3. Requests for donation from District Personnel, 4. An extension of sick leave with the recommendation of the Fire Chief, by the Board of Directors, and based on the employee's service record, 5. application for leave of absence.
- E. An employee who utilizes sick leave due to illness or injury of a family member shall only schedule those hours required until a spouse or other family member is available to oversee care.

Section 3. Reporting.

No Sick Leave will be allowed unless the employee uses due diligence in reporting their illness and contemplated absence as outlined in the District's Policies and Procedure Manual. Such report will be made at least one (1) hour prior to the start of their shift. Failure to exercise due diligence in advising the District will result in time lost being charged as absence without pay.

Section 4. Medical Certification.

- A. Following any absence for serious illness, injury, or exposure to contagious disease, whether or not sick leave was used, the District may require a statement from a physician or nurse practitioner that the employee is fit to return to duty. A physician or nurse practitioner's certificate may be required for any amount of sick leave used on an individual basis.
- B. Failure to provide required medical documentation to the District following any absence for serious illness, injury or exposure to contagious disease will be treated as leave without pay and the employee may not return to duty until acceptable documentation of health fitness is received by the District.

Section 5. Annual Sick Leave Buy-Back.

Subject to the following conditions, the District shall compensate any requesting employee for accrued sick leave at their "total hourly compensation":

- A. First, no employee shall be eligible to receive compensation for accrued sick leave unless they have "banked" the required number of hours in their "A" Bank.
 - 1. The "A" Bank must contain 900 hours for shift personnel and 643 hours for day shift personnel hired prior to January 1, 1998. The "A" Bank must contain 1500 hours, and for all shift personnel and 1070 hours for all day shift personnel hired after January 1, 1998.
 - 2. Measurement is made each June 30 with notification to the employee no later than July 15.
 - 3. The employee, at their sole option, must notify the District not later than October 31 of their election to be compensated. The notice shall be in writing.
 - 4. Compensation shall typically occur not later than December 15.
- B. Second, an employee who has at least the hours set forth in A may request compensation as follows:

1. Up to fifty percent (50%) of the hours accrued in the previous year (July 1 - June 30) may be relinquished to the District at one hundred percent (100%) of the employee's "total hourly compensation" on October 1.
2. Any hours used in the previous year (July 1 - June 30) shall reduce the number of hours which the employee may relinquish.
3. Relinquishment shall be at the employee's sole option.

C. "A" Bank and "B" Bank

1. If an employee elects to sell any hours, all remaining hours from the year's accrual are placed in the employee's "B" Bank. Such hours may only be used either in the event of a catastrophic illness after exhaustion of the employee's "A" Bank and/or for additional service credit at retirement.
2. If an employee elects to sell no hours, all remaining hours shall be placed in the employee's "A" Bank. Such hours may be used for normal sick leave and may also be sold at retirement pursuant to Article 16, Section 3.

ARTICLE 22 VACATION/CTO

Section 1. Vacation Accrual

A. Represented employees shall accrue and rollover vacation as shown below.

MONTHS OF CONTINUOUS SERVICE	ANNUAL VACATION ACCRUAL	YEAR END VACATION ROLL OVER LIMIT
1 - 60	158 hrs/year	263.33 hrs
61 to 120	224 hrs / year	373.33 hrs
121 to 180	284 hrs / year	473.33 hrs
181 to 240	308 hrs / year	513.33 hrs
241 or more	330.8 hrs / year	551.33 hrs

By application to, and approval by the Fire Chief an employee's maximum year end roll over limit may be waived.

The formula for per month calculations shall be the Annual Vacation Accrual hours divided by 12. The sum shall be rounded to two decimal places, with conventional numerical rounding of 5 or greater rounding up and 4 or less rounding down.

Suppression personnel that are on day assignment shall have accrued leave segregated as Vacation and Holiday leave and said leaves shall not be subject to PTO (Paid Time Off, which includes both Vacation and Holiday pay in a bank co-mingled), but merely subject to the day conversion factor.

B. The maximum accrual shall be limited to the Annual Rollover and the Annual credit, at which time employee will not accrue/earn additional vacation leave time until employee balance is below the accrual limit. In no event shall the District be required to pay any employee more than the maximum accrual. However, by application to the Fire Chief, an employee's maximum accrual limit may be waived.

C. Represented employees upon return to duty from Worker's Compensation or extended sick leave who have exceeded the maximum allowable Vacation hours, may buy the hours down to a maximum of two (2) shifts below their maximum allowable Vacation hours, in lieu of taking the time off or be given a reasonable period of time to use excess leave balance.

D. Employment Separation

Upon a represented employees separation from District employment, Vacation/ CTO calculations shall be prorated utilizing the formula provided in

Article 22 Sec 1,A for Shift personnel and Article 22 Sect 1,E for Day personnel.

Section 2. Vacation Rate.

- A. For shift personnel, twenty-four hours equals one shift. One cycle equals seventy-two hours.
- B. All accrued vacation at the time of retirement shall be paid at the employee's "total hourly compensation" rate.

Section 3. Anniversary Date.

An employee's anniversary date will be considered as the first day of appointment.

Section 4. Credit Dates.

- A. Annual Vacation will be credited the first of January.
- B. Employees having anniversary dates at other periods and becoming eligible for additional vacation will have vacation adjusted at anniversary date.
- C. Upon termination of employment, the cost of any unearned vacation that has been used by an employee will be reimbursed to the District for the actual hours used on an hour by hour basis.

Section 5. Vacation Increments.

- A. Shift Personnel
 - 1. Vacation is to be taken in 24 hour increments, except when "Emergency Leave" has been applied to a portion of the time needed or as allowed in accordance with Section 5.A.2.
 - 2. Vacation sign-ups may be applied for at any time during the year. Such application shall be made at least 12 hours before the beginning of the shift in which the requested vacation is to be used. Up to 120 hours may be taken in one-hour increments with a minimum of two consecutive hours.
 - 3. The consecutive cycles shall not exceed 288 hours without special permission.
 - 4. When a shift employee has a vacation credit of twelve hours or more, but less than twenty-four hours, the person may take a twenty-four hour vacation with a debit in their record until their next credit date.

B. Day Personnel

1. Vacation may be applied for in one-hour increments at any time during the year with minimums to be determined by the needs of the District.
2. When an employee has a vacation credit of 4 hours or more, but less than 8 hours, they may take an 8 hour vacation with a debit showing in their record until their next credit date.

Section 6. Issuing and Application for Vacation and CTO.

- A. Application for vacation will be made to the scheduling system. Such application shall be made at least 12 hours before the beginning of the shift in which the requested vacation is to be used.
- B. Day and Shift personnel shall not affect requests of one another unless a scheduling problem exists.

Section 7. Staffing.

- A. There may be three shift Battalion Chiefs off on vacation/holiday per shift. The shift Battalion Chiefs can be on vacation in addition to the maximum allowed off in other bargaining Unions.
- B. Vacations may not be granted if personnel necessary to properly staff the stations are not available.
- C. CTO in excess of the 3 allowed vacation vacancies shall be approved, except when determined to be unduly disruptive to the District's operations. Unduly disruptive for the purposes of this section shall be defined as requiring a mandatory callback or holdover.

ARTICLE 23 PERSONAL LEAVE

Section 1. Emergency Leave.

An emergency is an unforeseen circumstance, or its result, requiring the immediate response of an on-duty employee. Any absence due to an emergency shall only continue for the time reasonably required to adequately respond to the situation. Such leave must be requested of, and granted with pay by the immediate supervisor or designee, who shall assure that the granting of such leave does not leave the District severely understaffed.

Section 2. Bereavement Leave.

An employee shall be allowed five days or three shifts off with pay, in the event of death in the immediate family, which shall include the employee's current spouse, mother-in-law, father-in-law, child, foster child, mother, father, brother, sister, grandparents, grandchildren, foster parents, any person residing in the employee's household or under the employee's direct care. In the event any of the above listed persons are step relatives, they shall be treated in the same manner as the listed relatives. This leave shall not be deducted from sick leave or vacation credit. Reasonable additional time off with pay may be granted by the Chief.

ARTICLE 24 JURY DUTY LEAVE

- A. Employees summoned for jury service will be released from scheduled duty without loss of pay for those periods they are required to be present at the courthouse provided they have requested "telephone standby." Employees summoned for jury service shall request "telephone standby" where available and appropriate, in writing either on the summons questionnaire or by separate letter and forward a copy of the request to Administration.
- B. Employees who are assigned to "telephone standby" by the Jury Commissioner shall notify their supervisor of this fact and report to work as scheduled. The District shall arrange suitable work assignments for employees on telephone standby so that they may be relieved of duty upon receiving notice to report for jury duty.
- C. To receive pay for work time lost, the employee must provide the District with a statement signed by an official of the court, certifying the employee's service as a juror or appearance in court for that purpose, the date or dates of attendance, and the time released from attendance.
- D. Day Shift Personnel
If the employee is on jury duty less than four (4) hours, he/she will be required to work the remainder of the day.
- E. Twenty-four (24) Hour Shift Personnel
 - 1. Shift personnel serving on jury duty do not need to return to duty at the end of each day they serve. If the jury service ends after the lunch break and they are required to report for further jury service the following day. If the day following the jury service is a weekend, holiday, or the jury is not required, the employee shall return to work.
 - 2. If the employee is required to report for jury duty on the day following his/her assigned duty shift, employee shall be released from duty ten (10) hours prior to the end of his/her assigned duty shift for the purpose of assuring rest and alertness in the performance of jury duty.
 - 3. The supervisor shall arrange for replacement personnel, as required.

ARTICLE 25 HOLIDAYS

Section 1. Definition:

Shift Battalion Chiefs shall receive as compensation for working or responding to the off-duty needs of the District on District recognized holidays, an additional 120 hours off with pay per year. This shall be prorated for less than a full year of service.

Section 2. Credit:

The Holiday hours will be credited to shift employees on January 1 of each year, shall be used in accordance with Article 13. Employees electing to be paid for Holiday hours in the subsequent calendar year must submit non-cancelable requests for pay (shift personnel in 24-hour increments only) during November or December for pay in the next calendar year, except for retiring employees, who shall receive Holiday pay as a part of their severance. Compensation shall be at the "total hourly compensation" rate.

Suppression employees reassigned to temporary Day shift assignments shall continue to receive Holiday Leave. Additionally, said employees shall be given the above referenced District recognized holidays off, without reduction of their Vacation accounts.

Any Union employee who is assigned, for 30 days or greater, from a shift to day assignment shall have their Holiday Premium hours adjusted accordingly on a pro-rata basis based upon the number of pay periods remaining in the calendar year.

Section 3. Designated Holidays:

The District recognized holidays shall be as follows:

1. New Year's Day (Jan. 1)
2. Martin Luther King, Jr., Day (3rd Mon. in Jan.)
3. Lincoln's Birthday (2nd Mon. in Feb.)
4. Washington's Birthday (3rd Mon. in Feb.)
5. Easter Sunday
6. Memorial Day (last Mon. in May)
7. Independence Day (July 4)
8. Labor Day (1st Mon. in Sept.)
9. Columbus Day (2nd Mon. in Oct.)
10. Veteran's Day (Nov. 11)
11. Thanksgiving Day (4th Thurs. in Nov.)
12. Day after Thanksgiving

13. Christmas Day (Dec. 25)

Section 4. Day Personnel Procedure:

Excluding Easter Sunday, Day Shift personnel who would otherwise have worked on such days shall utilize PTO, unless otherwise mutually agreed to by the employee and the Fire Chief or the Chief's designated representative.

If the recognized holiday falls on a Saturday, the preceding workday, not a holiday, shall be deemed to be that holiday.

If the holiday falls on a Sunday, the following workday, not a holiday, shall be deemed to be that holiday excluding Easter Sunday.

If an employee's scheduled day off is either Friday, or Monday, during a work week in which the holiday falls the employee shall observe the holiday on the closest scheduled workday.

CHAPTER 5. HOURS AND SCHEDULE

ARTICLE 26 SCHEDULE OF HOURS AND TOUR OF DUTY

Section 1. Duty Schedule.

The Duty Schedule for Shift Personnel is as follows:

Report to duty at 7:30 A.M. and go off at 7:30 A.M. the following day, or when properly relieved, whichever is later, and are scheduled to be on duty three 24-hour periods and off duty six 24-hour periods in a 9-day cycle.

The Duty Schedule is as follows:

"x" denotes work day or duty shift

"o" denotes day off or shift day off

x o x o x o o o o

The above illustration is for descriptive purposes.

The work period is defined as a consecutive twenty-seven day period beginning at 7:30 A.M. on December 15, 2000, and ending at 7:30 A.M. on the twenty-seventh consecutive day thereafter. Employees assigned to such a work schedule are typically referred to as "shift personnel."

The work week is defined as a consecutive seven day period beginning at 12:01 A.M. each Monday and ending at 12:00 midnight each following Sunday. The normal schedule of work hours in a work week is forty, and employees assigned such a work schedule are typically referred to as "day personnel."

ARTICLE 27

CONVERSION AND REPORTING OF TIME OFF BENEFITS

Section 1. Conversion From 24 Hour Shift to Day Shift

In order to provide equivalent periods of time off regardless of shift schedule, accrued time off (including Vacation, Holiday, and Sick Leave Benefits) for employees who are re-assigned from a twenty-four (24) hour shift to a Day Shift schedule will be reduced (i.e., divided) by a factor of 1.4 which is the fraction between a fifty-six (56) hour week and a forty (40) hour week. Conversion will apply to shift personnel who are assigned to Day Shift for thirty (30) days or more.

Section 2. Conversion From Day Shift to 24 Hour Shift

In order to provide equivalent periods of time off regardless of shift schedule, accrued time off (including PTO/Vacation, Holiday, and Sick Leave Benefits) for employees who are re-assigned from a Day Shift assignment to a twenty-four (24) hour shift schedule will be increased (i.e., multiplied) by a factor of 1.4, which is the ratio between a fifty-six (56) hour week and a forty (40) hour week.

Section 3. Reporting Time-Off Benefits

The District shall keep accurate records of the accrual and use of time-off and report leave balances to employees on no less than a monthly basis.

ARTICLE 28 REQUESTS FOR TRANSFER

Section 1. Battalion Transfer Selection Process: Vacancy

With respect to a vacancy caused by retirement, death, removal, resignation, promotion, or the opening of a new Battalion; a notice of any such vacancy shall be posted at all Battalion office work locations at least two (2) weeks before such vacancy shall be filled. Employees may then make a request through the chain-of-command to the Chief or the Chief's designee to be assigned to such vacancy. Seniority in rank shall be the factor in transfer assignments. The Chief, or the Chief's designee, shall advise in writing the disposition of all transfer requests.

Subsequent vacancies resulting from an assignment made pursuant to the above shall be filled in the same manner as prescribed above.

Employees changing Platoons via request or bid, forfeit previously scheduled leave bids or requests should the schedule on their new assignment not permit a similar leave availability.

Employees may trade bid selection Battalions with mutual consent of both parties and the Fire Chief or the Chief's designee.

Section 2. District Rights

This Article shall not preclude the District from altering Battalion assignments for specifically stated and defined Operational or Training needs.

ARTICLE 29 SHIFT TRADES

Section 1. Shift Trades:

Shift employees shall be allowed to trade unlimited hours per month that are mutually arranged and agreed to between the trading employees, provided that said trade does not obligate the District to additional cost liability (any exception must be authorized by the Supervisor).

Neither the District nor the employee supervisor shall be held responsible for enforcing any agreement made between employees.

Section 2. Failure of Shift Trade to appear:

In the event an employee fails to meet their commitment to a shift trade, due to illness, their sick leave accrual shall be charged. If said failure results in a callback, their sick leave accrual shall be charged at the rate of time and one-half for the period of their absence. In the event an employee is hospitalized, or an outpatient procedure is performed under anesthesia (General, Local, or Spinal) the deduction to their sick leave account shall be at the straight time rate. If the obligation to work a swap is not met as the result of calling in sick, the conditions set forth in ARTICLE 21: SICK LEAVE shall apply. If the commitment to work a trade is broken, as the result of a 4850 injury, within 36 hours of the shift to be worked, there shall be no deduction from the employee's leave bank.

Section 3. Limitations:

Employees trading in the Battalion Chief classification shall be rank for rank or must be on the current promotional list.

Consecutive hours of Shift trades shall not exceed 480 hours without the consent of the Chief or the Chief's designee.

CHAPTER 6.
PROBATION, DISCIPLINE AND GRIEVANCES

ARTICLE 30
PROBATIONARY PERIOD

Section 1. Length of Probationary Period.

Employees promoted in classification shall not be deemed final and regular status until after the expiration of a period of six (6) calendar months probationary service. During this probationary period, the Fire Chief may cancel the appointment without right of appeal.

Section 2. Disposition of Probationer.

Continuous service in the position after the expiration of the probationary period shall constitute regular status appointment.

Any employee returned during their probationary period following a promotional appointment shall be reinstated in the position from which promoted.

Section 3. Extension of Probationary Period.

The probationary period will be extended by the number of days or shifts in which the probationer was absent, provided such absence exceeds thirty (30) calendar days for a promotional probationer.

ARTICLE 31 DISCIPLINARY ACTION

Section 1. Definition.

As used herein, "disciplinary action" means reduction of pay step in class, suspension, demotion, dismissal, or written reprimand. Any suspensions involved under this Article against an employee for one or more periods shall not aggregate more than one (1) calendar month in any one case.

Section 2. Reasons for Disciplinary Action.

Each of the following constitutes illustrative reasons to begin disciplinary action against any employee:

Documented fraud in securing appointment;

The proven willful or negligent act or actions that jeopardizes the health and safety of employees or the public;

Proven neglect of duty;

On-duty insubordination to a superior officer as indicated by the District Table of Organization;

Documented or proven Dishonesty;

Witnessed and documented use and/or under the influence of alcoholic beverages while on-duty;

The illegal on-duty use of controlled substances or habit-forming drugs;

Unauthorized absences without leave, including violations of Article 4 of the MOU;

Conviction of a felony. A plea or verdict of guilty, conviction, or a conviction following a plea of nolo contendere, to a charge of a felony is deemed to be a conviction within the meaning of this Section;

Witnessed and documented discourteous treatment of the public or other officer or employee, while on-duty;

Witnessed and documented willful disobedience while on-duty;

Documented violations of any of the rules set forth in the rules and regulations of the adopted Policies and Procedures manual(s);

Proven theft of any District property, or that of its agents;

Witnessed on-duty physical altercations;

Witnessed, proven and documented on-duty act or conduct, or the off-duty conviction of an illegal act or conduct that is discriminatory in nature toward another person's race, creed, color, national origin, sex (including sexual harassment), age, religious beliefs or political affiliations;

Proven and documented inefficiency, incompetence, or negligence in the performance of duties, including failure to perform assigned tasks or training, or failure to discharge duties in a prompt, competent, and reasonable manner;

Witnessed and documented refusal or the inability to improve one's job performance in accordance with written or verbal direction after a reasonable trial period.

Section 3. Persons Authorized to Administer Disciplinary Action.

The Fire Chief shall have the authority to take disciplinary action personally or through such managers and supervisors as s/he so designates.

Section 4. Notice Required in Discipline Cases.

Whenever disciplinary action (Suspension Without Pay, Demotion, or Discharge) is proposed, a Notice of Proposed Disciplinary Action shall be served upon the employee either personally or by registered or certified mail, return receipt requested, which shall include:

A statement of the nature of the disciplinary action;

The effective date of the proposed action;

A statement in ordinary and concise language of all the specific facts or upon which the disciplinary action is based;

A copy of documents upon which the proposed action is based and if too voluminous to be included with the notice, where they may be reviewed and copied;

A statement advising the employee of their right to refute the charges in person or in writing at a Predisciplinary Conference; and

The date and time of the Predisciplinary Conference.

Section 5. Predisciplinary Conference.

Within five (5) calendar days (excluding Saturdays, Sundays, and District holidays) after issuance of Notice of Disciplinary Action, the Fire Chief or the Chief's designee shall conduct a predisciplinary conference to review the written or oral presentation provided by the employee for whom the disciplinary action is proposed. At this meeting, the employee and/or the employee representative shall make known any evidence which could cause the disciplinary action to be rescinded or altered. Failure by the employee to avail themselves of this opportunity to be heard shall be deemed acceptance of the proposed disciplinary action and specific waiver of further rights to appeal.

After the completion of the Predisciplinary Conference and any actions believed by the Chief (or their designee) to constitute appropriate follow-up, the Chief shall issue a decision regarding the proposed disciplinary action. Such decision may be to rescind, modify or impose such action. If the Chief's decision is to impose discipline, another Notice of Disciplinary Action shall be issued to the employee, which shall include:

A statement of the nature of the disciplinary action;

The effective date of the action;

A statement in ordinary and concise language of all the specific facts or upon which the disciplinary action is based;

A copy of documents upon which the action is based and if too voluminous to be included with the notice, where they may be reviewed and copied; and

A statement advising the employee of their rights to appeal and that such appeal must be filed within fourteen (14) calendar days (excluding Saturdays, Sundays, and District holidays) of the date of such notice.

Section 6. Appeal and Answer.

The affected employee may, within fourteen (14) days (excluding Saturdays, Sundays, and District holidays) after receiving written notice of the Chief's decision to impose disciplinary action, appeal the imposition of disciplinary action through this Agreement, beginning with Article 32, Section 9 of the Grievance Procedure.

Section 7. Failure to File Appeal Notice.

If the employee against whom a notice of disciplinary action has been filed fails to file a notice of appeal within the time specified in these rules, then disciplinary action shall become final without further action.

ARTICLE 32 GRIEVANCE PROCEDURE

The parties agree to implement the following grievance arbitration procedure:

Section 1. Purpose.

This grievance arbitration procedure shall be the exclusive process to resolve grievances as that term is defined under subparagraph (A) of Section 2 below.

The purposes of this procedure are:

To resolve grievances informally at the lowest possible level

To provide an orderly procedure for reviewing and resolving grievances promptly

Section 2. Definitions

A grievance is a good faith complaint of one or a group of employees alleging misinterpretation, misapplication or wrongful enforcement of an express section of this Agreement which adversely affects the grievant.

As used in this procedure, the term "immediate supervisor" means the person who assigns, reviews and directs the work of an employee.

As used in this procedure, the term "party" means an employee, the Union, the District or their authorized representative.

Section 3. Time Limits.

No matter shall be considered as a grievance under this Article unless it is presented in writing within twenty (20) calendar days (excluding Saturdays, Sundays, and District holidays) after the event or within twenty (20) days (excluding Saturdays, Sundays, and District holidays) of when the grievant could have had knowledge of the occurrence of the events on which the grievance was based.

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete the action within the time limits contained in the grievance procedure, but with the written consent of all parties the time limitation for any step may be extended.

If the District does not meet time limits, the grievant may process the grievance to the next step of the grievance procedure, and a hearing will be held within fourteen

(14) calendar days (excluding Saturdays, Sundays, and District holidays).
If the grievant does not meet the time limits, the District's position will be final with no further right to appeal.

Section 4. Presentation.

An employee and/or the Union Representatives may present a grievance while on duty, provided such use of on-duty time shall be kept to a reasonable minimum and shall not interfere with alarms, scheduled drills or public activities.

Section 5. Employee Rights.

The employee retains all rights conferred by Sections 3500 et seq., of the Government Code unless waived by such employee.

Section 6. Informal Discussion.

The grievance initially shall be personally discussed between the grievant and his/her immediate supervisor. The grievant may have in attendance, and be represented by, the Union Representative. Within ten (10) calendar days (excluding Saturdays, Sundays, and District holidays), the immediate supervisor shall give a decision or response.

Section 7. Formal Grievance -- Step 1.

If after discussion with the immediate supervisor the grievant does not feel the grievance has been properly adjusted, the grievance may be reduced to writing, on the prescribed form and presented to the Personnel Officer or designee within ten (10) calendar days (excluding Saturdays, Sundays, and District holidays) of the immediate supervisor's reply. The grievance statement shall include the following:

A statement of the grievance indicating the question raised by the grievant and the Article(s) and Section(s) of this Agreement

The remedy or correction requested of the District

The grievance form shall be signed by the grievant, the date and time of presentation affixed thereto, and signed when received by the Human Resource Manager or designee. If the grievant is to be represented by the Union, the President of the Union or designee shall also sign the grievance form to substantiate acceptance of such representation.

The Human Resource Manager or designee will give their answer in writing to the grievance within ten (10) calendar days (excluding Saturdays, Sundays, and District holidays) from the time they received the grievance in writing. The written

statement shall include:

A statement of the Human Resource Manager or designee's position and the facts upon which it is based.

The remedy or correction which has been ordered, if any.

Section 8. Formal Grievance -- Step 2.

If the grievant is not satisfied with the decision rendered pursuant to Step 1, they may appeal the decision within ten (10) calendar days (excluding Saturdays, Sundays, and District holidays) to the Fire Chief by written notice. A hearing of the grievance will be held within fourteen (14) calendar days (excluding Saturdays, Sundays, and District holidays) from receipt of the appeal to this level. The grievant may be represented by the Union if the Union President or designated representative had signed the grievance form. The grievant, the Union designated Representative, the Fire Chief and designated representative, if any, will meet in an effort to settle the matter.

Within ten (10) calendar days (excluding Saturdays, Sundays, and District holidays) of the second step hearing the Fire Chief shall respond in writing to the grievant.

Section 9. Arbitration -- Step 3.

An arbitrator may be selected by mutual agreement between the Union Representative and the District's Board of Directors.

Should the representatives fail to mutually agree on an arbitrator, they shall make a joint request to the American Arbitration Association, or the State of California Conciliation and Mediation Service, for a list of seven (7) qualified arbitrators. The parties shall follow the American Arbitration Association's procedures for selection of the Arbitrator.

It is understood and agreed that the arbitrator will only interpret this Agreement or documents as cited in Section 2(a) above, and will in no instance add to, delete from or amend any part thereof. The arbitrator's decision shall be final and binding on the District, the Union, and grievant.

All fees and costs of the American Arbitration Association, the arbitrator and court reporter, if any, will be borne equally. However, should the number of arbitration's exceed 4 in a given 12 month period from the effective date of the M.O.U. then all fees and costs of the American Arbitration Association, the arbitrator and court reporter, if any, will be borne by the losing party.

Section 10. General.

The Union Representative shall have the authority to settle grievances for the union or employees at the respective steps of the grievance procedure.

At each step of the formal grievance procedure, a copy of the written decision shall be sent to the Union or other authorized representative at the same time as the decision is sent to the grievant.

Either party to this Agreement shall, upon receipt of a written grievance, have the right to refuse to handle such grievance if the aggrieved party has not followed the steps outlined in the Article for processing a grievance.

In any formal step of this procedure, the named management representative's responsibilities may be handled by a designee.

CHAPTER 7. PERSONNEL RECORDS

ARTICLE 33 PERSONNEL RECORDS

Section 1. Inspection.

Employee personnel records shall be subject to inspection only by the employee concerned; their agent or representative designated by them in writing; management and its agents such as insurance carriers, attorneys, and law enforcement agencies; and those with court orders or subpoenas.

The District shall be held harmless in regards to any legitimate subpoena authority. However, where a subpoena has been honored, the affected member shall be notified as soon as possible thereafter.

Section 2. Removal From Consideration.

Reports of Occurrence and Recommendations for Disciplinary Action shall not be entered in the employee's personnel file except when attached to and made a part of a Counseling Memo or actual Disciplinary Action. Records contained in an individual employee's personnel file shall be removed in accordance with the following schedule:

Written Reprimands

After 18 months; Suspensions of up to three (3) shifts or an equivalent reduction in salary step. after 2 years; Suspensions of more than three (3) shifts or an equivalent reduction in salary step, after 4 years; and, all other Disciplinary actions of more than three (3) shifts or an equivalent reduction in salary step, after 4 years.

Section 3. Commendation.

An employee may request that a complimentary letter, report, or other written communication be placed in their personnel file.

CHAPTER 8. MISCELLANEOUS

ARTICLE 34 EXPOSURE TO CONTAGIOUS DISEASE IN THE COURSE AND SCOPE OF EMPLOYMENT

Section 1. Exposure:

When an employee has been exposed to a suspected contagious disease during the course and scope of employment, the nature and circumstances of exposure shall be promptly reported to the Districts designated representative who after such medical investigation as he deems appropriate, shall advise the Battalion Chief whether they will be required to remain off-duty for an appropriate period of quarantine. In the event the employee is required to remain off duty for these purposes, they will be compensated in accordance with the provisions of Section 4850 of the California Labor Code.

Section 2. Baseline Screening

The District will pay the cost of any co-payment incurred by an employee who receives baseline screening for AIDS through the employee's primary health care plan, if baseline screening is available. The District Agrees to provide baseline screening for both Hepatitis B and Tuberculosis on an annual basis at District expense.

ARTICLE 35

DRIVER'S MEDICAL EXAMINATIONS

If the District expressly requires an employee to secure other than a Class C drivers license, the District will pay for the medical examination and off-duty time to take the medical examination, as well as off-duty time and licensing costs associated with required specialized testing. Off-duty time will only be paid when scheduled by the District, or with the District's approval.

ARTICLE 36 SENIORITY

Fire District seniority will be determined by the employee's date of employment with the District. An employee's rank will not change their District seniority status. In cases where more than one employee has the same date of employment, seniority will be determined by the employee's position on the eligibility list with the employees highest on the list having seniority.

Rank classification seniority will be determined by the effective date of promotion to a rank or position. In cases where more than one employee has been promoted to a rank or position with the same effective date, the employee's seniority in that rank will be determined by their order of promotion with the employees selected first having seniority.

As a result of merger, reorganization, and/or consolidation employees having the same effective date of promotion shall have their seniority in rank determined by overall District seniority.

When promotional vacancies become available and it is determined the position is to be filled, reasonable efforts will be made to fill these positions within ninety calendar days.

ARTICLE 37 REDUCTIONS IN FORCE

Section 1. Economic Reopening:

The Union and the District shall make every reasonable effort to cooperate so as to avoid economic or other circumstances which would require a reduction in District workforce. This mutual obligation shall include the obligation to reopen to the meet and confer process any provision of this Memorandum of Understanding which relates to the circumstances which threatened to cause a reduction in force. If during its term the parties hereto should mutually agree to modify, amend or alter the provisions of this agreement in any respect, such changes shall be effective only when reduced to writing and executed by the authorized representatives of the District and the Union. Any such changes validly made shall become a part of this agreement and subject to its terms.

Section 2. Reduction in Force

In the event the Board of Directors, in its exclusive judgment, ultimately decides that a reduction in force shall be implemented, the Board shall specify the number of positions to be authorized within each job classification.

Procedure:

The Fire Chief shall then designate those employees to be laid off in accordance with the Board's specified number of authorized positions in each job classification and in accordance with the following procedures.

Employees shall be laid-off in inverse order of seniority by job classification except that an employee in a higher paying job classification shall have the right to "bump" employees in lower paying job classifications in which the higher paid employee was previously employed.

An employee who "bumps" to a lower paying job classification will be placed on the applicable seniority list for that classification according to the employee's prior District service (promotion date) in that rank.

Employee(s) cannot "bump" into a lower paying job classification that they were not previously employed and successfully completed probation, unless while during probation in the lower paying job classification the employee was promoted into the higher paying job classification. Upon reduction employee must complete the probation period in lower paying classification.

Employee(s) to be laid-off will commence with the highest job classification.

Those employee(s) will be "bumped" and be integrated into the appropriate lower paying job classification prior to any employee being laid-off in the lower paying job classification.

In the event that an employee "bumps" to a lower paying job classification in accordance with the provisions of this Article, their salary shall be immediately reduced to the step of the lower salary range which would have applied had the employee never been promoted to the higher paying position.

Prior to an employee being laid off, said employee may be required to submit to a physical examination with a District paid physician. Said examination shall be based on present District physical, taking into consideration employee's age at the time of said examination. If said examination determines an employee to be physically disabled, and impaired their ability to be recalled, said employee may apply for disability benefits provided by the District. A disability shall not remove an employees name from the recall List, unless, said employee is determined to be totally disabled. Physical examinations shall be at the District's expense.

When vacancies occur within two (2) years after the date an employee is laid-off under this Article, the employee shall be given the opportunity to be rehired or advanced to their former classification provided a vacancy exists in the classification, in accordance with seniority and prior to the employment of any new employee in that classification; provided, however, that such reduced or laid-off employee meets the physical and other qualifying standards in effect at the time that they had been previously appointed to the classification into which they seek to be returned. If any such reduced or laid-off employee fails to report for duty within thirty (30) days after mailing a written notice by registered mail to the last known address, they shall have lost the right to be rehired or advanced hereunder.

In the event that an employee is advanced from a job classification to another job classification in accordance with the provisions of paragraph 5 above, their salary shall revert to the step of the higher range that would have applied had there not been a reduction in job classification as a result of a general lay-off.

Section 3. Replacement Personnel

The District shall not hire part-time or grant funded employees to the positions where layoffs have occurred to supplement the loss of the District's regular status work force.

ARTICLE 38 HOUSE FUND

All employees shall be enrolled as members of the House Fund and have a monthly fee for such fund deducted from their payroll.

ARTICLE 39

MILEAGE REIMBURSEMENT

In the event an employee is required to use their personal automobile on District business, including Intra-District travel, they shall be reimbursed at a rate consistent with the IRS code. The District will send an electronic bulletin when IRS mileage reimbursement rate information becomes available.

Employees are to submit such reimbursement requests at the end of each month in which required travel occurred. The request shall minimally contain the date of travel, travel locations and reasons, and mileage for each complete trip.

ARTICLE 40 PHYSICAL FITNESS

Section 1. Voluntary Physical Fitness Program

An hour shall be allowed, normally between 8:00 A.M. and 5:00 P.M. during the 24-hour shift for voluntary participation in a physical fitness program. Those not participating shall continue routine duties at their station. Designated clothing as stipulated by the District shall be worn by all participants in physical fitness.

ARTICLE 41 CONTINUING EDUCATION

To be effective on January 1, 2005.

- A. An employee may receive in continuing education five percent (5%) of base pay.
- B. In order to qualify for pay pursuant to this provision, eligible employees must participate and successfully complete approved training courses of no less than forty (40) hours every year. Training courses shall be pre-approved by the District.

ARTICLE 42 LONGEVITY PAY

Longevity pay incentive for the following classifications shall be paid at the rate of two percent (2%) of base salary effective upon ten (10) years of continuous service pursuant to the District's seniority roster. Upon fifteen (15) years of continuous service there shall be another two percent (2%) of base salary incentive applied. Upon twenty (20) years of continuous service there shall be another two percent (2%) of base salary incentive applied. Upon twenty-five (25) years of continuous service there shall be another one and seven-eighths (1.875%) of base salary applied. The entire longevity pay incentive shall not exceed a maximum of seven and seven-eighths percent (7.875%) of base salary for those eligible.

ARTICLE 43 EQUITY ADJUSTMENTS

Based upon the commission of a wage and benefit survey it has been determined that the classification of Battalion Chief is subject to equity adjustments for the purposes of promotion and retention. Said equity adjustments shall be made effective January 1, 2004 and each January 1 for all subsequent years of this Agreement. Said equity adjustments shall be an additional four percent (4%) of salary and be considered as part of the base salary for each subsequent year. The subsequent years calculations shall be made after the salary adjustment and equity adjustment have been added together.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this the
____ day of _____, 2004.

SACRAMENTO METROPOLITAN
FIRE DISTRICT

BATTALION CHIEF'S ORGANIZATION

Rick Martinez, Fire Chief

Donald Mette, Negotiation Team Member

Teresa M. Means, Deputy Chief

Maria E. Carroll, Teamsters Local 228

Attachment A—This page intentionally blank for “Attachment A --VSP Schedule of Benefits”.

Attachment B—This page intentionally blank for “Attachment B -- Descriptive Listing of PERS Benefit Levels upon receipt from PERS.

LETTER OF UNDERSTANDING

Sacramento Metropolitan Fire District, hereinafter referred to as the "District", and the Battalion Chiefs Organization of the Sacramento Metropolitan Fire District, hereinafter referred to as the "Union" hereby enter into this "Letter of Understanding", effective January 1, 2001.

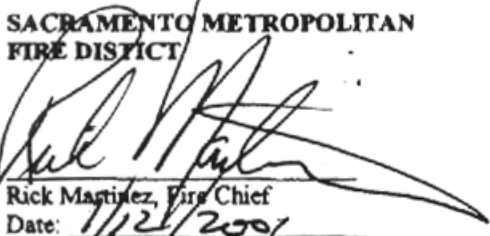
The District and the Union are parties to a Memorandum Of Understanding ("MOU") covering employees of the Sacramento Metropolitan Fire District.

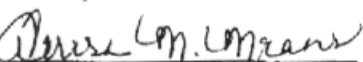
The Union and District enter into the following understanding to the MOU, regarding the provision for Article 12, Section 1:

Any Battalion Chief, which hold this said rank prior to December 1, 2000, will have the ability to add any educational incentives as per the MOU, Article 12, Section 1, to a maximum of seven percent (7%) of base pay.

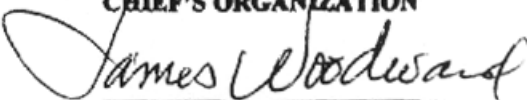
All Battalion Chief's promoted after December 1, 2000, would be required to possess a Bachelors Degree or higher from an accredited college or university to receive the seven percent (7%) of base pay."


SACRAMENTO METROPOLITAN
FIRE DISTRICT


Rick Martinez, Fire Chief
Date: 1/22/2001


Teresa Means, Human Resources
Date: January 12, 2001

SACRAMENTO METROPOLITAN
FIRE DISTRICT BATTALION
CHIEF'S ORGANIZATION


James Woodward, Battalion Chief
Date: 1/22/2001


Maria E. Cervantes,
Teamsters Local 228
Date: 01/16/2001

LETTER OF UNDERSTANDING

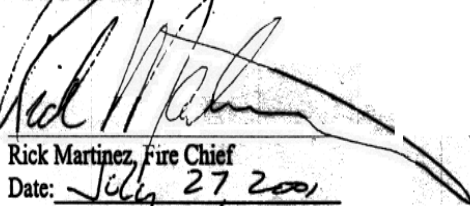
Sacramento Metropolitan Fire District, hereinafter referred to as the "District", and the Battalion Chief's Organization of the Sacramento Metropolitan Fire District, hereinafter referred to as the "Union" hereby enter into this "Letter of Understanding", effective January 1, 2001.

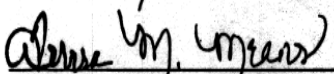
The District and the Union are parties to a Memorandum of Understanding ("MOU") covering employees of the Sacramento Metropolitan Fire District.

The District and Union have agreed to the following Amendments to the MOU.

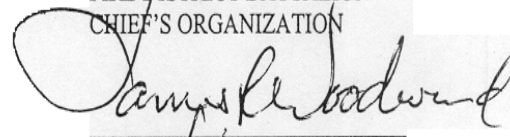
- 1) The Union has agreed to work in the capacity as Out of Class Assistant Chiefs (Shift only) when the Assistant Chiefs (Shift only) are off during Vacation Leave, CTO, Holiday Leave, Sick Leave, Family Sick Leave, Bereavement Leave or any assigned leaves designated by the District.
- 2) The District and the Union agree to the compensation for Out of Class work to be paid at a rate of \$2.00 per hour.


SACRAMENTO METROPOLITAN
FIRE DISTRICT


Rick Martinez, Fire Chief
Date: July 27, 2001


Teresa Means, Human Resources
Date: July 26, 2001

SACRAMENTO METROPOLITAN
FIRE DISTRICT BATTALION
CHIEF'S ORGANIZATION


James Woodward, Battalion Chief
Date: July 27, 2001


Maria Cervantes
Teamsters Local #228
Date: July 27, 2001